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15 Investments, LLC, SLA Investments, LLC, and Negev Investments, LLC

16 **UNITED STATES BANKRUPTCY COURT**

17 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

18 In re:

19 SEATON INVESTMENTS, LLC, *et al.*,

20 Debtors and Debtors In
21 Possession.

22 ☐ Affects All Debtors.

23 ☒ Affects Seaton Investments, LLC

24 ☒ Affects Colyton Investments, LLC

25 ☐ Affects Broadway Avenue Investments, LLC

26 ☒ Affects SLA Investments, LLC

27 ☒ Affects Negev Investments, LLC

28 ☒ Affects Alan Gomperts

Lead Case No. 2:24-bk-12079-VZ

Jointly Administered with Case Nos.:
2:24-bk-12080-VZ; 2:24-bk-12081-VZ;
2:24-bk-12082-VZ; 2:24-bk-12091-VZ;
2:24-bk-12074-VZ; 2:24-bk-12075-VZ and
2:24-bk-12076-VZ

Chapter 11

**AFFECTED DEBTORS' REPLY IN
SUPPORT OF MOTION FOR ENTRY
OF AN ORDER AUTHORIZING USE
OF CASH COLLATERAL
PURSUANT TO 11 U.S.C. § 363(C)(2);
SUPPLEMENTAL DECLARATION
OF ALAN GOMPERTS IN SUPPORT
THEREOF**

☐ Affects Daniel Halevy

☒ Affects Susan Halevy

Hearing:

Date: June 20, 2024

Time: 11:00 a.m.

Courtroom: 1368

255 East Temple St.

Los Angeles, CA 90012

Seaton Investments, LLC, (“Seaton”), Colyton Investments, LLC (“Colyton”), Broadway Avenue Investments, LLC (“Broadway”), SLA Investments, LLC (“SLA”), Negev Investments, LLC (“Negev,” together with Seaton, Colyton, Broadway, and SLA, the “Corporate Debtors”), Susan Halevy (“Susan” or “Susan Halevy”), Daniel Halevy (“Daniel” or “Daniel Halevy”), and Alan Gomperts (“Alan” or “Alan Gomperts,” together with Susan and Daniel, the “Individual Debtors,” and the Individual Debtors, collectively with the Corporate Debtors, the “Debtors”), the debtors and debtors-in-possession in the pending jointly administered chapter 11 bankruptcy cases herein (the “Bankruptcy Cases”), hereby file this reply in support of their motion for the entry of an order authorizing use of cash collateral pursuant to 11 U.S.C. § 363(c)(2) (the “Motion”).¹

I. INTRODUCTION

The Debtors are actively engaged with Archway and Wells Fargo, as to their substantive objections to the Motion, and have negotiated terms with KDM to slightly modify the request for use of cash collateral as to its collateral, the terms of which are set forth below.² The Debtors believe that the productive discussions with these secured may lead to agreements for consensual use of cash collateral. For these and the other reasons set forth below and in the Motion, the Debtors respectfully request that the Court approve the interim use of cash collateral and set a final hearing on the approval of cash collateral in approximately two weeks.

¹ All capitalized defined terms have the meanings ascribed to them in the Motion.

² Having come to an agreement with the Debtors on the use of its cash collateral, KDM did not file an opposition to the Motion.

1 **II. RELEVANT BACKGROUND**

2 The Debtors filed the Motion on June 7, 2024 and obtained expedited consideration of the
3 Motion. (See Dkt. Nos. 87, 91).

4 Archway Real Estate Income Fund 1 SPE I, LLC (“Archway”) filed an objection (See Dkt.
5 No. 99) with respect to the Debtors’ use of cash collateral as to its Negev Loan relating to the
6 Foxdale Property, the SLA Loan as to the SLA Property and the Guarantor Loan relating to the
7 Greenfield Property owned by Alan, the Palm Property owned by Susan (or her family trust) and
8 the Horner Property (owned by Daniel). There is no cash collateral as to the Horner Property, as it
9 is used by Daniel and his family as their primary residence.

10 Wells Fargo Bank N.A. (“Wells Fargo”) is a first-lien mortgage creditor on at least two
11 properties owned by Alan: 2220 Bagley Ave, Los Angeles, CA 90034 (“Bagley”) and 3538
12 Greenfield Avenue, Los Angeles, CA 90034 (“Greenfield”). Wells Fargo has filed objections to the
13 Motion with regard to Bagley and Greenfield. (See Dkt. Nos. 100, 101).

14 Harvest Small Business Finance, LLC (“Harvest”) filed an objection with respect to SLA’s
15 property at 1040 S. Los Angeles Street, Los Angeles, CA (Dkt. No. 103) concurring with the
16 objections raised by Archway and Wells Fargo.

17 The Debtors are engaged in negotiations with Wells Fargo and Archway to address the issues
18 raised in their objections with the goal of obtaining consensual use of cash collateral.

19
20 **III. DISCUSSION**

21 **A. Resolution of Archway’s Objection**

22 **1. Accounting**

23 Archway requests that the Debtors account for any postpetition use of Archway’s cash
24 collateral. The Debtors will provide such an accounting to Archway before the final hearing on
25 approval of cash collateral.

26 **2. Adequate Protection**

27 Archway requests that the Individual Debtors provide budgets. Susan Halevy and Alan
28 Gomperts have provided proposed budgets for June-September, 2024, attached as Exhibits 10.1

1 and 10.2 of the Supplemental Declaration of Alan Gomperts.³

2 Archway objects to the use of cash collateral to pay the management fees of Almighty
3 Builders on the basis of its likely status as an insider.⁴ Almighty Builders is not a professional
4 person, but rather a building management and maintenance company owned by Debtor Daniel
5 Halevy. The Motion sought authority to use \$13,000 of cash collateral to make payments to
6 Almighty Builders for property management services - \$5,000 per month each from Debtors'
7 Seaton and Colyton ("KDM's Collateral"), and \$3,000 per month from SLA (Archway's
8 collateral). KDM has consented to a reduced monthly payment to Almighty Builders of \$7,500
9 instead of \$10,000 to be paid from KDM's cash collateral. The budgeted request for pay \$3,000
10 per month to Almighty Builders on account of services performed for SLA (Archway's collateral)
11 remains at issue. The Debtors maintain that the services provided by Almighty Builders to SLA, as
12 detailed in the Motion and the accompanying Gomperts Declaration, are necessary to maintain the
13 property and good relations with tenants and are budgeted as a fair price.

14 Next, Archway asserts that the basis for Susan's estimate of the value on the Canon
15 property is lacking. A Debtor may testify as to the value of their own assets as a lay witness
16 pursuant to Fed. R. Evid 701. Archway did not file an evidentiary objection and did not offer
17 evidence of alternative value. The property is an over 6,000 square foot residential lot in Beverly
18 Hills, on Canon Drive, between Olympic Boulevard and Gregory Way. The Zillow estimate of
19 the value is approximately \$2.4 million.⁵ If this lower value were correct, as opposed to Susan's
20 estimate of \$2.6 million, there would still be more than ample equity for the proposed replacement
21 lien.

22
23 _____
³ There is no cash collateral in the Daniel Halevy estate,.

24
25 ⁴ The Debtors believe that disclosure of the payments in the context of a cash collateral budget is
26 appropriate and sufficient and that an insider building manager is not a professional person within
27 the meaning of section 327 requiring a separate employment application. If the Court disagrees,
the Debtors will file an employment application. The Debtors intend to file a notice of insider
compensation.

28 ⁵ https://www.zillow.com/homedetails/341-S-Canon-Dr-Beverly-Hills-CA-90212/20512081_zpid/

1 Next, Archway asserts that the replacement lien does not cover room revenue. The
2 Debtors do not oppose the grant of a replacement lien in such collateral.

3 Finally, Archway asserts that the equity cushion is insufficient and eroding. However, the
4 Debtors do not assert that adequate protection for the use of Archway's cash collateral can come
5 through an equity cushion. The Debtors argues that Archway is adequately protected for the use of
6 its cash collateral for two reasons: (1) preservation of collateral value and (2) a replacement lien in
7 the Canon property. The Canon replacement lien certainly provides ample replacement collateral
8 value to protect the use of Archway's cash collateral.

9 **3. Additional Adequate Protection**

10 Archway argues that the Court should approve cash collateral only if the Debtor provides
11 additional forms of adequate protection, such as: postpetition accounting, super-priority, insider
12 payments, access to books and records, no prepetition payments, a detailed budget, document
13 productions, cash payments, additional replacement liens, and other forms of adequate protection.

14 The Debtors are discussing terms with Archway and believe that they may be able to reach
15 reasonable terms with respect to the consensual use of cash collateral. For example, the Debtors
16 are amenable to submitting monthly budgets and variance reports, among other accounting
17 procedures to satisfy Archway.

18
19 **B. Wells Fargo's Objections**

20 **1. Segregation of Rents**

21 First, Wells Fargo demands that the cash collateral rents from Bagley and Greenfield be kept
22 segregated. The Debtors are not opposed to cash collateral accounting procedures, but request that
23 they be tailored to the needs of this case and no more burdensome than is necessary to protect Wells
24 Fargo's interest. To lessen the administrative and reporting burdens, if the Court finds segregation
25 of cash collateral to be necessary, the Individual Debtors request that they be permitted to keep one
26 segregated account per Individual Debtor to hold cash collateral rents. This is especially appropriate
27 for Mr. Gomperts, since Wells Fargo is the secured lender for Bagley and Greenfield.

1 **2. Monthly Mortgage Payments**

2 Second, the objections seek clarification of whether the cash collateral will be used to make
3 monthly mortgage payments. Monthly mortgage payments to Wells Fargo are included in the
4 proposed cash collateral budgets. Mr. Gomperts is current on monthly payments to Wells Fargo for
5 Bagley and Greenfield and will remain current by making future payments from cash collateral.
6 The Court should grant the Individual Debtors authority to remain current on their mortgages by
7 paying monthly mortgage payments out of cash collateral, to preserve the value of the estate and
8 protect Wells Fargo's secured interest.

9 **3. Appraisal Rights**

10 Third, Wells Fargo requests the right to appraise these properties. Mr. Gomperts does not
11 oppose such appraisals, as they will support the equity cushion asserted in the Motion. Mr.
12 Gomperts also stands ready to testify regarding the properties' value at the hearing on the Motion.
13 The Objections note that valuation testimony by an owner is admissible, and acknowledge that Wells
14 Fargo is likely over-secured. Mr. Gomperts will be protecting Wells Fargo's interest by remaining
15 current on monthly payments, and the large equity cushions available to Wells Fargo further support
16 the requested authority to use cash collateral.

17 **4. Budgeted Repairs**

18 Fourth, the objections seek clarification of the nature of budgeted repairs. Individual
19 Debtors' counsel has clarified this issue with Wells Fargo's counsel. The budgeted repairs are one-
20 time repairs for painting and plumbing work that will be performed by third-party contractors. Wells
21 Fargo acknowledges that such repairs are "certainly beneficial." (See Dkt. No. 101 at 7). Mr.
22 Gomperts's commitment to make these repairs for the benefit of the estate is another reason in
23 support of the requested authority to use cash collateral.

24 **C. Harvest's Objection**

25 Debtors incorporate by reference the above arguments which are applicable to Harvest's
26 concurrence in Archway's and Wells Fargo's objections.
27
28

1 **IV. CONCLUSION**

2 The Debtors believe that they are likely to obtain the consent of all secured creditors to their
3 use of cash collateral. The Debtors have already made progress in this regard. To afford time for
4 additional negotiations, the Debtors respectfully request that the Court authorize their use of cash
5 collateral on an interim basis through July 11, 2024, and set a final hearing on the approval of use
6 of cash collateral before that date.

7
8 Dated: June 18, 2024

SAUL EWING LLP

9
10 By: /s/ Zev Shechtman

Zev Shechtman

Carol Chow

Turner N. Falk

11
12 Attorneys to Debtors Alan Gomperts,
13 Daniel Halevy, and Susan Halevy

14 and

WEINTRAUB ZOLKIN TALERICO & SELTH LLP

15
16 Derrick Talerico

17 Counsel to Debtors Seaton Investments, LLC,
18 Colyton Investments, LLC, Broadway Avenue
19 Investments, LLC, SLA Investments, LLC, and
20 Negev Investments, LLC
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SUPPLEMENTAL DECLARATION OF ALAN GOMPERTS

I, Alan Gomperts, declare as follows:

1. I am one of the Individual Debtors in the above-captioned jointly administered chapter 11 bankruptcy cases.

2. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would competently testify to such facts under oath.

3. I make this supplemental declaration in support of the above *Individual Debtors'* *Reply in Support of Motion by Affected Debtors for Entry of an Order Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. § 363(C)(2)* (the "Reply").

4. I have reviewed the Reply. The facts stated in the Reply are true and correct, to the best of my knowledge, information, and belief.

5. Attached hereto as Exhibit 10.1 and 10.2 are proposed budgets for me and Susan Halevy.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 18th day of June, 2024, at Los Angeles, California.


Alan Gomperts

EXHIBIT 10.1

Alan Gomperts

Projected Cash Flow for June - September 2024

DRAFT Subject to Revisions

	June Month 6	July Month 7	August Month 8	September Month 9
Monthly Gross Wages	25,000.00	25,000.00	25,000.00	25,000.00
Annual Bonus				
Tax, Medicare, and Social Security deductions	(3,636.00)	(3,636.00)	(3,636.00)	(3,636.00)
Voluntary contributions for retirement plans	(2,000.00)	(2,000.00)	(2,000.00)	(2,000.00)
Net income from rental property - Greenfield Ave. - Wells Fargo and Archway	2,545.00	2,545.00	2,545.00	2,545.00
Net income from rental property - Bagley Ave. - Wells Fargo	(1,168.00)	(1,168.00)	(1,168.00)	(1,168.00)
Net income from rental property - Canfield Ave - Wells Fargo but not on their books	2,791.08	2,791.08	2,791.08	2,791.08
Interest Income	1,600.00	1,600.00	1,600.00	1,600.00
Net Monthly Income	25,132.08	25,132.08	25,132.08	25,132.08
Monthly Expenses				
Mortgage on Primary Residence	3,125.00	3,125.00	3,125.00	3,125.00
Real estate taxes due April 10, 2024	-	-	-	-
Home maintenance, repair, and upkeep expenses	1,400.00	1,400.00	1,400.00	1,400.00
Utilities				
Electricity, heat, natural gas	375.00	375.00	375.00	375.00
Water, sewer, garbage collection	180.00	180.00	180.00	180.00
Telephone, cell phone, Internet, satellite, and cable services	450.00	450.00	450.00	450.00
Food and housekeeping supplies	6,500.00	6,500.00	6,500.00	6,500.00
Childcare and children's education costs	10,000.00	3,000.00	3,000.00	3,000.00
Clothing, laundry, and dry cleaning	900.00	900.00	900.00	900.00
Personal care products and services	800.00	800.00	800.00	800.00
Medical and dental expenses	300.00	300.00	300.00	300.00
Transportation. Include gas, maintenance, bus or train fare.	1,000.00	1,000.00	1,000.00	1,000.00
Entertainment, clubs, recreation, newspapers, magazines, and books	1,300.00	1,300.00	1,300.00	1,300.00
Charitable contributions and religious donations	-	-	-	-
Life and disability insurance	167.00	167.00	167.00	167.00
Vehicle insurance (Tesla paid monthly, other 2 paid every 6 months)	187.00	187.00	187.00	187.00
Car payments for Vehicle 1	721.00	721.00	721.00	721.00
Total Monthly Expenses	27,405.00	20,405.00	20,405.00	20,405.00
Cash Flow	(2,272.92)	4,727.08	4,727.08	4,727.08

EXHIBIT 10.2

Sue Halevy

Projected Cash Flow for Jne - September 2024

DRAFT Subject to Revisions

	June Month 6	July Month 7	August Month 8	September Month 9
Net income from rental property - Roxbury Drive - Chase Bank	6,250.00	6,250.00	6,250.00	6,250.00
Net income from rental property - Palm Drive - Archway and 1st Foundation Bank	4,550.00	4,550.00	4,550.00	4,550.00
Interest Income	300.00	300.00	300.00	300.00
Social Security Income	2,817.00	2,817.00	2,817.00	2,817.00
Net Monthly Income	13,917.00	13,917.00	13,917.00	13,917.00
Monthly Expenses				
Mortgage on Primary Residence	6,789.00	6,789.00	6,789.00	6,789.00
Real estate taxes due April 10, 2024	-	-	-	-
Home maintenance, repair, and upkeep expenses	295.00	295.00	295.00	295.00
Utilities	250.00	250.00	250.00	250.00
Electricity, heat, natural gas	320.00	320.00	320.00	320.00
Water, sewer, garbage collection	200.00	200.00	200.00	200.00
Telephone, cell phone, Internet, satellite, and cable services	200.00	200.00	200.00	200.00
Food and housekeeping supplies	1,500.00	1,500.00	1,500.00	1,500.00
Clothing, laundry, and dry cleaning	180.00	180.00	180.00	180.00
Personal care products and services	120.00	120.00	120.00	120.00
Medical and dental expenses	150.00	150.00	150.00	150.00
Transportation. Include gas, maintenance, bus or train fare.				
Entertainment, clubs, recreation, newspapers, magazines, and books	180.00	180.00	180.00	180.00
Charitable contributions and religious donations	260.00	260.00	260.00	260.00
Medical Insurance	610.00	610.00	610.00	610.00
Vehicle insurance	410.00	410.00	410.00	410.00
Car payments				
Other	-	-	-	-
Total Monthly Expenses	11,464.00	11,464.00	11,464.00	11,464.00
Cash Flow	2,453.00	2,453.00	2,453.00	2,453.00

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding.
My business address is:

Saul Ewing LLP, 1888 Century Park East, Suite 1500, Los Angeles, CA 90067

A true and correct copy of the document entitled: **DAFFECTED DEBTORS' REPLY IN SUPPORT OF MOTION FOR ENTRY OF AN ORDER AUTHORIZING USE OF CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363(C)(2); SUPPLEMENTAL DECLARATION OF ALAN GOMPERTS IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **June 18, 2024**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Tanya Behnam on behalf of Creditor Korth Direct Mortgage Inc.
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tanyabehnam@gmail.com;ccripe@polsinelli.com;ladocketing@polsinelli.com

Carol Chow on behalf of Debtor Alan Gomperts
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Carol Chow on behalf of Debtor Susan Halevy
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Todd S. Garan on behalf of Interested Party Courtesy NEF
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Jacqueline L James on behalf of Creditor Harvest Small Business Finance, LLC
jjames@hrhlaw.com

Jacqueline L James on behalf of Interested Party Harvest Small Business Finance, LLC
jjames@hrhlaw.com

Kelly L Morrison on behalf of U.S. Trustee United States Trustee (LA)
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Derrick Talerico on behalf of Debtor Broadway Avenue Investments, LLC
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Derrick Talerico on behalf of Debtor Colyton Investments, LLC
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Derrick Talerico on behalf of Debtor Negev Investments, LLC
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Derrick Talerico on behalf of Debtor SLA Investments, LLC
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Derrick Talerico on behalf of Debtor Seaton Investments, LLC
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United States Trustee (LA)
ustpregion16.la.ecf@usdoj.gov

Gerrick Warrington on behalf of Creditor Archway Real Estate Income Fund I SPE I, LLC
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Gerrick Warrington on behalf of Creditor Archway real estate income fund
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Jennifer C Wong on behalf of Interested Party Courtesy NEF
bknotice@mccarthyholthus.com, jwong@ecf.courtdrive.com

☐ Service information continued on attached page

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2. SERVED BY UNITED STATES MAIL:

On **(date)**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):

Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **June 18, 2024**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

BY PERSONAL DELIVERY


Hon. Vincent P. Zurzolo
U.S. Bankruptcy Court
Roybal Federal Building
255 E. Temple Street, Bin outside of Suite 1360
Los Angeles, CA 90012

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

June 18, 2024
Date

Easter A. Santa Maria
Printed Name


Signature

SAUL EWING LLP
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IRVINE, CALIFORNIA 92614
(949) 252-2777